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SCOPE OF WORK

A. Purpose

The purpose of this Agreement is for the Contractor to provide Covered California a Document Imaging and Verification Solution (referred to as the "solution") and supporting services as defined by the requirements in this Statement of Work (SOW). Covered California shall own the solution and Contractor shall perform maintenance and operation of the solution during the term of the Agreement. Upon expiration of the Agreement, the Contractor shall transfer maintenance and operations to Covered California.

The objective of this solution is to automate the verification of documents using optical character recognition (OCR), data extraction, data capture and workflow technologies.

The scope of the project includes all required software, integration services, implementation services, and three years of maintenance and operations of the solution. Bidders are encouraged to review the Statement of Work (Exhibit A, Attachment 1) to fully understand the requirements of the solution and project.

B. Background Clearance

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining such background checks for each said employee.

C. Contract Term and Amendment

Term: The initial term of the contract shall be for September 1, 2017 through June 30, 2020. The contract term is subject to change.

The resulting contract will be of no force or effect until signed by both parties. Performance shall not commence until a valid contract has been executed

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between the successful bidder and Covered California. Covered California will not pay for any services performed prior to the execution of a valid contract.

Amendment: Covered California may, at its sole discretion, extend the term of the contract for up to two (2) additional consecutive years for ongoing maintenance and operations. If mutually agreed upon by Covered California and the Contractor, this contract shall be amended to include additional funding at the same rates provided in the Contractor's proposal.

D. General Scope or Tasks

Please refer to Exhibit A, Attachment 1 - Statement of Work.

E. Reporting Headquarters Location

The Contractor is required to perform all services under this Agreement on site at Covered California, except as otherwise set forth in this agreement or otherwise agreed by the parties (including through acceptance). The Covered California office is located at 1601 Exposition Boulevard, Sacramento, California, 95815. Travel and expenses for reporting to this headquarters location shall not be reimbursed.

F. Reassignment of Personnel

1. The Contractor shall not reassign key staff assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor key staff is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

   The Contractor shall provide notice of its intent to reassign a key staff member and within thirty (30) Days of providing such notice, the Contractor shall provide the State Project Director with the proposed candidate's résumé.

   Replacement by State: The Covered California Project Manager may request that the Contractor replace a key staff member and shall advise the Contractor in writing of the basis for the request. In such event, the Contractor shall provide a proposed replacement candidate's résumé within thirty (30) days of the date the requested replacement is made. Covered California will not unreasonably delay or deny approval of the Contractor's personnel. The candidate receiving acceptance by Covered California shall be available to start immediately unless otherwise agreed to.

2. Substitute key staff shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor

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shall negotiate the hourly rate of any such substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.

3. Covered California reserves the right to request a Contractor key staff be removed from performing any work on the contract and on written notice to the Contactor, the Contractor shall assign a substitute employee.

G. <u>Contractor's Roles and Responsibilities</u>

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person will be responsible for the overall project and will be the contact for all invoicing and Contractor staffing issues.
2. Meet as required with Covered California staff to discuss progress.
3. Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit resumes for review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by Covered California Representative. Failure to receive the required approvals may result in termination of the contract.

H. <u>Covered California's Roles and Responsibilities</u>

Covered California shall:

1. Designate the Covered California Representative to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this Agreement.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist in the development of technical requirements.

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I. Contract Deliverables

1. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.
2. The Contractor shall provide all deliverables within the timeframe specified and required by the agreement.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by Covered California in accordance with Section J, below.
4. The Contractor understands that any Covered California requested corrections to any deliverable provided to the Contractor as part of the acceptance process described in Section J, below, shall be incorporated by the Contractor within seven (7) calendar days from the date in which Covered California provided its feedback, unless a different timeframe is required and specified by Covered California.
5. In the event Covered California requests additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by Covered California, then subject to the parties mutual agreement, the Contractor shall make the additional revisions and the revised deliverable ~~is~~ will be reviewed, accepted and approved by Covered California in accordance with Section J, below.
6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B, Budget Detail and Payment Provisions.

J. Deliverable Acceptance Criteria

All completed deliverables must be submitted to Covered California for review and approval or rejection. Covered California shall approve each deliverable that conforms in all material respects with the specifications set forth in this Agreement or as otherwise agreed in writing by the parties.

Throughout the contract, Covered California will review and validate services performed. In addition, the Covered California Representative will verify and approve the Contractor's invoices in accordance with Exhibit B – Budget Detail and Payment Provisions. Signed acceptance for the deliverables associated with an invoice is required from the Covered California Representative to approve such invoice for payment.

Deliverable acceptance criteria consist of the following:

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1. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format agreed by the parties.
5. If a deliverable is rejected, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable. Deliverables shall be deemed accepted by Covered California if not rejected, in writing, within such timeframe.

K. <u>Project Representatives</u>

The representatives for this project, during the term of this Agreement, shall be:

Covered California Representative	Contractor Representative
(Representative's Name) Covered California 1601 Exposition Blvd. Sacramento, CA 95815 (916) XXX-XXXX T (Email Address)	(Representative's Name) (Contractor's Name) (Address) (City, State and Zip) (916) XXX-XXXX T (Email Address)